

Lillian Mateo to Alan Goldman

EXHIBIT 4

## Engagement Letter

Lillian Mateo Santos <lmateo@ferraiuoli.com>

Tue 1/9/2018 11:28 AM

To: goldiefun@msn.com <goldiefun@msn.com>

Cc: Ana Cordero <acordero@ferraiuoli.com>; Fernando Rovira <frovira@ferraiuoli.com>

📎 1 attachments (204 KB)

Alan-Goldman\_EngagementLetter\_01-09-2018.pdf;

Saludos Mr. Goldman. Attached you will find a copy of our engagement letter. Should you find its terms and conditions acceptable, please so indicate by signing and returning to us a copy of this engagement letter. We will commence our representation under the terms outlined herein after receipt thereof. Please feel free to contact me at (787) 766-7000 if you were to have any questions or comments in connection with our proposal. We look forward to working with you.

Best regards,

Lillian

**Lillian Mateo Santos**

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**Ferraiuoli LLC**  
*Looking Forward*

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ICLG Environment & Climate Change Law Contributor: <https://goo.gl/e5nwbh>

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January 9, 2017

**PRIVILEGED AND CONFIDENTIAL**

**BY ELECTRONIC MAIL [goldiefun@msn.com](mailto:goldiefun@msn.com)**

Mr. Alan Goldman

**Re: Engagement for Legal Services**

Dear Mr. Goldman:

Thank you for your interest in Ferraiuoli LLC ("we" or our "firm"). We are pleased to confirm that our firm can serve as counsel to you in connection with legal actions (judicial and or administrative) against your neighbor Jason Moore for noncompliance with existing restrictive covenants of Dorado Beach Estates, trespass and illegal cutting of trees located within your property (the "Professional Services").

We typically charge for our services on a straight billable-time basis at our standard hourly billing rates, which vary depending on the complexity and expertise required in each particular case. Our fees are based on the amount of time spent by attorneys, law clerks and paralegals on your matter. At present, our hourly rates range from \$250.00 to \$280.00 for capital members, from \$210.00 to \$260.00 for members, from \$205.00 to \$250 for special counsels, from \$150.00 to \$200.00 for associates, and from \$95.00 to \$115.00 for paralegals and law clerks. Also, and as applicable, we will also charge and collect the applicable sales and use or value added tax, as required by law. We evaluate and may, from time to time, revise our fees every year, with new revisions becoming effective on January 1st of each year. I will be the attorney principally responsible for providing the Professional Services and my current hourly rate is \$240. It is our practice and policy to request that new clients, and those for whom we are undertaking new matters, provide an advance on fees and disbursements. For this matter we request a one-time retainer of five thousand dollars (\$5,000.00) that will be used to cover all work performed on your behalf until exhausted. Monthly invoices will be issued and payable by you as previously indicated.

We will submit statements on a monthly basis, and expect payment of monthly statements in full within thirty (30) days. Our statements will contain a chronological description of the services rendered and the time spent in connection therewith. We record and bill time in one-quarter hour (15 minute) increments. Hourly billing generally includes but is not limited to, time spent for telephone conferences, electronic communications, drafting and reviewing letters, contracts and other documents, negotiating, conducting tax research, participating in client meetings and conferences, responding to clients' request to provide information to auditors in connection with reviews or audits of financial statements, travel to and from, and the like. As needed, we may engage from time to time in internal

Mr. Alan Goldman  
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conferences among our timekeepers and two or more of us may attend a meeting on your behalf; provided that we will only use more than one resource if we understand that doing so will facilitate communication and ultimately assist us in furnishing better legal advice.

In addition to our fees for Professional Services, we shall be reimbursed for all out-of-pocket expenses incurred by us in your representation including filing fees, photocopying and fax charges, messenger and delivery expenses, travel (including mileage, parking, airfare, lodging, meals, ground transportation, telephone charges, computerized research, and filing fees) and the like, none of which will be incurred unless necessary. Generally, we request that any expense in excess of \$500.00 will be paid in advance by you.

During the engagement, we will maintain all documents relevant to our representation. At the conclusion of this engagement, we may opt to securely destroy (shred) your original documents, unless you request that they be returned to you. A digital copy of your documents will, however, be preserved.

Unless previously terminated, our representation under this Engagement Letter will terminate upon our sending you our final statement for the Professional Services. Upon the completion of our work on the last active matter we have for you, you will be considered a former client.

If the foregoing terms are acceptable, please so indicate by signing and returning to us a copy of this engagement letter. We will commence our representation under the terms outlined herein after receipt thereof. Please feel free to contact me at (787) 766-7000 if you were to have any questions or comments in connection with our proposal.

It will be a great pleasure to assist you with this important matter.

Sincerely,



Lillian Mateo-Santos

**ACKNOWLEDGED AND ACCEPTED:**

We have read and understand the terms and conditions set forth in this letter and agree to them.

**ALAN GOLDMAN**

Date: \_\_\_\_\_